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Warner Bros. Home Entertainment Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Warner Bros. Home Entertainment Inc., Plaintiff,
v.
Kishore Kumar a/k/a Kishore Kumar Mohan, an individual and d/b/a Amazon.com Seller kishore and Does 1-10, inclusive, Defendants. } Case No.: CV12-9156 SVW (SHx)
} [PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT
} Court: Hon. Stephen V. Wilson
} Date: June 17, 2013
} Time: 1:30 p.m.
} JS-6

This cause having come before this Court on the motion of Plaintiff Warner Bros. Home Entertainment Inc. (“Plaintiff”) for entry of default judgment and a permanent injunction against Defendant Kishore Kumar a/k/a Kishore Kumar Mohan, an individual and d/b/a Amazon.com Seller kishore (“Defendant”):

AND, the Court having read and considered the pleadings, declarations and exhibits on file in this matter and having reviewed such evidence as was presented in support of Plaintiff's Motion:

AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the following facts:

1 Warner Bros. is the owner of exclusive U.S. distribution rights in and to certain
 2 creative works, including but not limited to the television series *The Wire* ("the
 3 Warner Bros. Works"), which is the subject of the following registrations:

| <u>Copyright Registration Number:</u> | <u>Title of Work:</u> | <u>Claimant of Work:</u> |
|---------------------------------------|-----------------------|--------------------------|
| | THE WIRE: Season One | |
| PA 1-085-787 | THE WIRE: The Target | Home Box Office, Inc. |
| PA 1-085-788 | THE WIRE: The Detail | Home Box Office, Inc. |
| PA 1-085-789 | THE WIRE: The Buys | Home Box Office, Inc. |
| PA 1-085-790 | THE WIRE: Old Cases | Home Box Office, Inc. |
| PA 1-091-735 | THE WIRE: The Pager | Home Box Office, Inc. |
| PA 1-091-734 | THE WIRE: The Wire | Home Box Office, Inc. |
| PA 1-085-791 | THE WIRE: One Arrest | Home Box Office, Inc. |
| PA 1-112-366 | THE WIRE: Lessons | Home Box Office, Inc. |
| PA 1-112-367 | THE WIRE: Game Day | Home Box Office, Inc. |
| PA 1-085-792 | THE WIRE: The Cost | Home Box Office, Inc. |
| PA 1-085-793 | THE WIRE: The Hunt | Home Box Office, Inc. |
| PA 1-112-891 | THE WIRE: Cleaning Up | Home Box Office, Inc. |
| PA 1-097-171 | THE WIRE: Sentencing | Home Box Office, Inc. |
| | THE WIRE: Season Two | |

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| 1 | PA 1-136-490 | THE WIRE: Ebb Tide | Home Box Office, Inc. |
| 2 | PA 1-148-802 | THE WIRE: Collateral Damage | Home Box Office, Inc. |
| 3 | PA 1-194-679 | THE WIRE: Hot Shots | Home Box Office, Inc. |
| 4 | PAu2-811-064 | THE WIRE: Hard Cases | Home Box Office, Inc. |
| 5 | PAu2-803-274 | THE WIRE: Undertow | Home Box Office, Inc. |
| 6 | PA 1-148-601 | THE WIRE: All Prologue | Home Box Office, Inc. |
| 7 | PA 1-188-186 | THE WIRE: Backwash | Home Box Office, Inc. |
| 8 | PAu2-787-345 | THE WIRE: Duck And Cover | Home Box Office, Inc. |
| 9 | PA 1-190-936 | THE WIRE: Stray Sounds | Home Box Office, Inc. |
| 10 | PA 1-194-673 | THE WIRE: Storm Warnings | Home Box Office, Inc. |
| 11 | PA 1-201-679 | THE WIRE: Bad Dreams | Home Box Office, Inc. |
| 12 | PA 1-201-678 | THE WIRE: Port In A Storm | Home Box Office, Inc. |
| 13 | | THE WIRE: Season Three | |
| 14 | PA 1-246-492 | THE WIRE: Time After Time | Home Box Office, Inc. |
| 15 | PA 1-246-487 | THE WIRE: All Due Respect | Home Box Office, Inc. |
| 16 | PA 1-249-546 | THE WIRE: Dead Soldiers | Home Box Office, Inc. |
| 17 | PA 1-249-545 | THE WIRE: Amsterdam | Home Box Office, Inc. |
| 18 | PA 1-249-550 | THE WIRE: Straight And True | Home Box Office, Inc. |
| 19 | PA 1-249-549 | THE WIRE: Homecoming | Home Box Office, Inc. |

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| 1 | PA 1-263-206 | THE WIRE: Back Burners | Home Box Office, Inc. |
| 2 | PA 1-263-204 | THE WIRE: Moral Midgetry | Home Box Office, Inc. |
| 3 | PA 1-263-205 | THE WIRE: Slapstick | Home Box Office, Inc. |
| 4 | PA 1-263-201 | THE WIRE: Reformation | Home Box Office, Inc. |
| 5 | PA 1-265-461 | THE WIRE: Middle Ground | Home Box Office, Inc. |
| 6 | PA 1-265-512 | THE WIRE: Mission Accomplished | Home Box Office, Inc. |
| 7 | | THE WIRE: Season Four | |
| 8 | PA 1-325-037 | THE WIRE: Boys Of Summer | Home Box Office, Inc. |
| 9 | PA 1-325-038 | THE WIRE: Soft Eyes | Home Box Office, Inc. |
| 10 | PA 1-325-039 | THE WIRE: Home Rooms | Home Box Office, Inc. |
| 11 | PA 1-261-149 | THE WIRE: Refugees | Home Box Office, Inc. |
| 12 | PA 1-261-150 | THE WIRE: Alliances | Home Box Office, Inc. |
| 13 | PA 1-261-132 | THE WIRE: Margin Of Error | Home Box Office, Inc. |
| 14 | PA 1-261-151 | THE WIRE: Unto Others | Home Box Office, Inc. |
| 15 | PA 1-261-345 | THE WIRE: Corner Boys | Home Box Office, Inc. |
| 16 | PA 1-261-344 | THE WIRE: Know Your Place | Home Box Office, Inc. |
| 17 | PA 1-353-972 | THE WIRE: Misgivings | Home Box Office, Inc. |
| 18 | PA 1-353-973 | THE WIRE: A New Day | Home Box Office, Inc. |
| 19 | PA 1-353-974 | THE WIRE: That's Got His Own | Home Box Office, Inc. |

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| 1 | PA 1-261-346 | THE WIRE: Final Grades | Home Box Office, Inc. |
| 2 | | THE WIRE: Season Five | |
| 3 | PA 1-611-976 | THE WIRE: More With Less | Home Box Office, Inc. |
| 4 | PA 1-608-341 | THE WIRE: Unconfirmed Reports | Home Box Office, Inc. |
| 5 | PA 1-798-349 | THE WIRE: Not For Attribution | Home Box Office, Inc. |
| 6 | PA 1-663-138 | THE WIRE: Transitions | Home Box Office, Inc. |
| 7 | PA 1-617-062 | THE WIRE: React Quotes | Home Box Office, Inc. |
| 8 | PA 1-617-057 | THE WIRE: The Dickenson Aspect | Home Box Office, Inc. |
| 9 | PA 1-622-694 | THE WIRE: Took | Home Box Office, Inc. |
| 10 | PA 1-622-990 | THE WIRE: Clarifications | Home Box Office, Inc. |
| 11 | PA 1-622-995 | THE WIRE: Late Editions | Home Box Office, Inc. |
| 12 | PA 1-622-993 | THE WIRE: -30- | Home Box Office, Inc. |

Plaintiff has complied in all respects with the laws governing copyright and secured the exclusive rights and privileges in and to the Warner Bros. Works;

The appearance and other qualities of the Warner Bros. Works are distinctive and original;

Defendant engages in the unauthorized business of importing, distributing, promoting, selling and/or offering for sale unauthorized counterfeit DVDs featuring the Warner Bros. Works ("Pirated Product").

Defendant's importing, advertising, displaying, promoting, marketing, distributing, providing, offering for sale and selling of the Pirated Product was

1 engaged in willfully and intentionally, without leave or license from Plaintiff, in
2 violation of Plaintiff's rights in and to the Warner Bros. Works.

3 The liability of the Defendant in the above-referenced action for his acts in
4 violation of Plaintiff's rights is knowing and willful, and as such the Court expressly
5 finds that there is no just reason for delay in entering the default judgment and
6 permanent injunction sought herein.

7 Therefore, based upon the foregoing facts, and

8 **GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS** that this
9 Judgment shall be and is hereby entered in the within action as follows:

10 1) This Court has jurisdiction over the parties to this action and over the subject
11 matter hereof pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and
12 28 U.S.C. § 1367. Service of process was properly made on the Defendant.

13 2) Defendant has distributed, sold, and offered for sale counterfeit merchandise
14 which infringes upon the Warner Bros. Works.

15 3) The Defendant and his agents, servants, employees and all persons in active
16 concert and participation with him who receive actual notice of the injunction are
17 hereby restrained and enjoined from:

18 a) Infringing the Warner Bros. Works, either directly or contributorily, in
19 any manner, including generally, but not limited to manufacturing, importing,
20 distributing, advertising, selling and/or offering for sale any merchandise which
21 features any of the Warner Bros. Works, and, specifically:

22 i) Importing, manufacturing, distributing, advertising, selling and/or
23 offering for sale the Pirated Product or any other unauthorized products
24 which picture, reproduce, or copy any of the Warner Bros. Works;

25 ii) Importing, manufacturing, distributing, advertising, selling and/or
26 offering for sale in connection thereto any unauthorized promotional
27 materials, labels, packaging or containers which picture, reproduce, copy

1 or use the likenesses of or bear a confusing similarity to any of the
2 Warner Bros. Works;

3 iii) Engaging in any conduct that tends falsely to represent that, or is
4 likely to confuse, mislead or deceive purchasers, the Defendant's
5 customers and/or members of the public to believe, the actions of
6 Defendant, the products sold by Defendant, or the Defendant herself is
7 connected with Plaintiff, is sponsored, approved or licensed by Plaintiff,
8 or is affiliated with Plaintiff;

9 iv) Affixing, applying, annexing or using in connection with the
10 importation, manufacture, distribution, advertising, sale and/or offer for
11 sale or other use of any goods or services, a false description or
12 representation, including words or other symbols, tending to falsely
13 describe or represent such goods as being those of Plaintiff.

14 4) Defendant is ordered to deliver for destruction all Pirated Product, and any other
15 unauthorized products which picture, reproduce, copy or use the likenesses of or bear
16 a substantial similarity to any of the Warner Bros. Works and any labels, signs, prints,
17 packages, dyes, wrappers, receptacles and advertisements relating thereto in their
18 possession or under their control bearing any of the Warner Bros. Works or any
19 simulation, reproduction, counterfeit, copy or colorable imitations thereof, and all
20 plates, molds, heat transfers, screens, matrices and other means of making the same.

21 5) Defendant is ordered to pay damages to Plaintiff, pursuant to 17 U.S.C. § 504,
22 in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

23 6) Defendant is ordered to pay interest on the principal amount of the judgment to
24 Plaintiff pursuant to 28 U.S.C. § 1961(a).

25 7) This Judgment shall be deemed to have been served upon Defendant at the time
26 of its execution by the Court.

1 8) The Court finds there is no just reason for delay in entering this Judgment and,
2 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
3 immediate entry of this Judgment against Defendant.

4 9) ~~The Court shall retain jurisdiction of this action to entertain such further
5 proceedings and to enter such further orders as may be necessary or appropriate to
6 implement and enforce the provisions of this Judgment.~~

7
8 DATED: July 29, 2013

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10 _____
11 Hon. Stephen V. Wilson
12 A Professional Corporation
13 United States District Judge



14
15 PRESENTED BY:
16 J. Andrew Coombs,
17 A Professional Corporation

18
19 By: /s/ Nicole L. Drey
20 J. Andrew Coombs
21 Nicole L. Drey
22 Attorneys for Plaintiff
23 Warner Bros. Home Entertainment Inc.